

BILL NO. S-74-05-33

SPECIAL ORDINANCE S- 84-74

AN ORDINANCE approving a contract with HIPSKIND
ASPHALT CORPORATION for improvements in
Lincoln Life Project area.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The contract between HIPSKIND ASPHALT CORPORATION
and the City of Fort Wayne, by and through its Mayor and the Board of Public
Works, for:

Improvements to existing curbs, sidewalks, street pavements,
street lighting, alleys and drainage structures in an area
bounded by Anthony Boulevard, Lewis Street, Ohio Street
and Maumee Avenue

for a total cost of \$103,992.70 to be paid from Redevelopment Revenue Sharing,
all as more particularly set forth in said Contract, which is on file in the Office of
the Board of Public Works, and is by reference incorporated herein and made a
part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.

William T. King
Councilman

APPROVED AS TO FORM
AND LEGAL

Phil B. Allen
CITY ATTORNEY

Read the first time in full and on motion by Hargis, seconded by Stiv, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 5/28/74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hargis, seconded by Stiv, and duly adopted, placed on its passage.

Passed (~~lost~~) by the following vote:

AYES 9, NAYS 0, ABSTAINED _____, ABSENT _____ to-wit:

BURNS	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 6-11-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. D-84-74 on the 11th day of June, 1974.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of June, 1974, at the hour of 2:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 12th day of June, 1974, at the hour of 2:40 o'clock P. M., E.S.T.

Joe A. Leach
MAYOR

Bill No. S-74-05-33

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
Approving a contract with HIPSKIND ASPHALT CORPORATION for improvements
in Lincoln Life Project area.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

CONCURRED IN

DATE 6-11-74 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between -----HIPSIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve existing curbs, sidewalks, street pavements, street lighting, alleys and drainage structures in an area bounded by Anthony Boulevard, Lewis Street, Ohio Street and Maumee Avenue.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5653-1974 ~~and at the following price per lineal foot~~

~~and at the following price per lineal foot~~

at the following prices:

at the following prices:

6" Wide-1" Max. Ht. Reinforced Retaining Wall	Thirty dollars and no cents, per lineal foot	30.00
Asphalt Removal	Two dollars and fifty cents, per square yard	2.50
Walk Removal	Two dollars and no cents, per square yard	2.00
Curbface Walk	One dollar and fifty cents, per square foot	1.50
Standard Walk	One dollar and thirty cents, per square foot	1.30
Curb Removal	One dollar and fifty cents, per lineal foot	1.50
6" Curb	Five dollars and no cents, per lineal foot	5.00
Common Excavation	Four dollars and no cents, per cubic yard	4.00
Special Borrow	Eight dollars and no cents, per ton	8.00
Pavement Removal	Three dollars and no cents, per square yard	3.00
Seeding and Fertilizer	Two dollars and no cents, per square yard	2.00
7" Concrete	Eight dollars and no cents, per square yard	8.00
5" Concrete	Six dollars and no cents, per square yard	6.00
#53 Stone for Drives 6"	Ten dollars and no cents, per square yard	10.00
Hot Asphalt Binder - 2"	Twenty five dollars and no cents, per ton	25.00
Hot Asphalt, City Mix A-2	Twenty five dollars and no cents, per ton	25.00

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5653-1974 ~~and at the following price per lineal foot~~

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#53 Stone for Drives 6"	Ten dollars and no cents, per square yard	10.00
Hot Asphalt Binder - 2"	Twenty five dollars and no cents, per ton	25.00
Hot Asphalt, City Mix A-2	Twenty five dollars and no cents, per ton	25.00
Fine Grading	Eighty cents, per square yard	0.80
Relocate Residential Chain Link Fence	Five dollars and no cents, per lineal foot	5.00
Manholes adjusted and set to grade	One hundred fifty dollars and no cents, each	150.00
Water Valves Adjusted and set to grade	One hundred dollars and no cents, each	100.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5653-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally ^{within 90 days after contract is approved by City Council} and in all respects completed ~~on or before XXXXXXXXXXXXXXXX 19XX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 17 day of May, 1974

HIPSKIND ASPHALT CORPORATION
BY: David R. Hysknef
ITS: Pres
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:
[Signature]
Ronald L Bonar
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY
[Signature]
John R. Fleck

GUARANTY BOND

Know All Men by These Presents, That we-----

-----HIPSKIND ASPHALT CORPORATION-----

Contractors

as principal, and TRINITY UNIVERSAL INSURANCE CO., DALLAS, TEXAS-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED THREE THOUSAND, NINE HUNDRED NINETY TWO DOLLARS AND SEVENTY CENTS-----

-----(\$103,992.70)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----HIPSKIND ASPHALT CORPORATION-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

on-----Street from-----

to improve existing curbs, sidewalks, street pavements, street lighting, alleys

and drainage structures in an area bounded by Anthony Boulevard, Lewis Street,

Ohio Street and Maumee Avenue.

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 17 day of May 1974

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Tarrence J. Wood
(Agent - Ind. 400)

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David R. Hipkind (SEAL)

ITS: Pres. (SEAL)

Approved this-----day of-----

Ronald F. Bonar

Board of Public Works.

~~APPROVED AS TO FORM AND CONTENT~~

~~NOT NECESSARY~~

LIABILITY BOND

Policy No. G.L.A. 7106 264
Trinity Universal Insurance Co., Dallas, Texas
Expiration Date - April 30, 1975

Know All Men by These Presents, That we

as principal, and

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of , with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this

17

day of

May 1974

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hyskind (SEAL)

IIS: Treas. (SEAL)

(SEAL)

Approved this

day of

Ronald K. Bonah

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

May 9, 1974



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

"Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surely, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company, or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly executed by its proper officer this 16th day of July, 19 71

Attest:

TRINITY UNIVERSAL INSURANCE COMPANY

L. C. Templeton
L. C. Templeton, Secretary

(SEAL)

Francis R. Willett
Francis R. Willett,
Vice-President

State of Texas
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 19 71

(SEAL)

My commission expires June 1, 1975

G. E. Carson, Jr.
G. E. Carson, Jr., Notary Public

I, the undersigned, _____ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____ day of _____, 19 _____

(Seal)

L. C. Templeton
Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

WAGE SCALE

CODE: S - SKILLED
SS - SEMI-SKILL
U - UNSKILLED

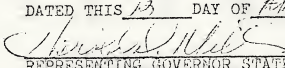
We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1974.

in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

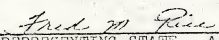
TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	9.15	35¢	55¢		
BOILERMAKER	S	9.45	50	80		1¢
BRICKLAYER	S	8.49	30	25		1
CARPENTER	S	7.92		6%		2ind. fund
CEMENT MASON	S	7.90	40			
ELECTRICIAN	S	8.40	25	1%+30		4
ELEVATOR CONSTRUCTOR	S	8.89	39	26	6%	2 1/2
GLAZIER	S	7.54	10		15	2app 29 holidays
IRON WORKER	S	8.85	55	65		1
LABORER	S	5.10-6.60	18	25		7
LATHER	S	7.16		25		1app 3ind. fund
MILLWRIGHT & PILEDRIVER	S	8.65		6%		4app 2ind. fund
OPERATING ENGINEER	S	SEE ATTACHED SHEET.				
PAINTER	S	6.76-7.76	32	25		5
PLASTERER	S	7.59	40			
PLUMBER, STEAMFITTER, GASFITTER	S	8.60	25	35		7app. 4ind. fund
MOSAIC & TERRAZZO GRINDER	S	6.35-8.15				
ROOFER	S	8.05		10		
SHEETMETAL WORKER	S	8.34	30	25		4app. 9ind. fund
TEAMSTER	S	5.95-6.95 1/2	bldg. \$12 bldg. \$18 h.w. \$14 h.w. \$14			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 13 DAY OF APRIL, 1974


 REPRESENTING GOVERNOR, STATE OF INDIANA


 REPRESENTING THE AWARDING AGENT.


 REPRESENTING STATE A.F.L. & C.I.O.

BUILDING AGREEMENT

GROUP I

Air Compressor (pressuring shafts, tunnels and divers)	Concrete Plant
Air Tagger	Concrete Pump
Auto Patrol	Crane with all attachments
Back Filler	Crane—Electric Overhead
Back Hoe	Derrick
Boom Cut	Ditching Machine (18" and over)
Boring Machine	Dredge
Bull Doser	Elevators (when hoisting material or tools)
Caisson Drilling Machine	Jack Lift (machinery)
Cherry Picker	Formless Paver
Compactor (with dozer blade)	Generator (power for welders or compressors)
Concrete Mixer (dum drum)	Push Cat
Gradall	Scoop and Tractor
Helicopter	Scraper—Rubber Tired
Helicopter Winch Operator	Spreader—Tractor Mounted
High Lift—Front End Loader	Saddle Carrier—Ross Type
Hoist	Sub Base Finish Machine (C.M.I. or similar)
Locomotive	Tower Crane
Mechanic on Job Site	Tractor with Backhoe (over ½ yard)
Mucking Machine	Welder (Craft)
Panel Board Concrete Plant	
Pile Driver	

GROUP I

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$7.25	.25	.20	.05	\$7.75
December 1, 1971	\$7.65	.25	.20	.05	\$8.15
June 1, 1972	\$7.95	.25	.30	.05	\$8.55
June 1, 1973	\$8.25	.30	.30	.05	\$8.90
The December 1, 1973	\$8.40	.30	.30	.05	\$9.05

GROUP II

A Frame Truck	Head Grasser
Batcher Plant (automatic dry batch)	Mechanic in Shop
Batching Machine—Power Driven	Mesh Depresser—Mesh Placer
Bituminous Mixer	P.C.C. Concrete Belt Placer
Bituminous Paver	Roller—Asphalt, Stone & Sub Base
Bituminous Plant Engineer	Sheepsfoot Roller—Self Propelled
Boatman	Shop Mule
Bull Float	Spreader or Base Paver—Self Propelled
Compactor or Tamper—Self Propelled	Sub Grader
Concrete Mixer (21 cu. ft. or over)	Throttle Valve with Air Compressor or Boiler
Concrete Spreader—Power Driven	Tractor with Backhoe (½ yard and under)
Dinky Engine	Tractor—High Lift—Farm Type
Ditching Machine (less than 18")	Tractor—Industrial Type
Drilling Machine	Tractor with Winch
Finish Machine & Bull Float	Well Points
Finishing Machine	Winch Truck
Fireman—File Driving and Boilers	
Fork Lift—Masonry & Material	
Guniting Machine	

GROUP II

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$6.45	.25	.20	.05	\$6.95
December 1, 1971	\$6.85	.25	.20	.05	\$7.35
June 1, 1972	\$7.15	.25	.30	.05	\$7.75
June 1, 1973	\$7.45	.30	.30	.05	\$8.10
The December 1, 1973	\$7.60	.30	.30	.05	\$8.25

GROUP III

Air Compressor (210 cu. ft. and over)	Minor Equipment Opr. 2, 3, 4 or 5
Bituminous Distributor	(See Paragraph 46)
Chair Cart	Paving Joint Machine
Concrete Curing Machine	Post Hole Digger
Concrete Saw	Roller—Earth
Dope Pot—Power Agitated	Throttle Valve
Flex Plane	Track Jack—Power Driven
Form Grader	Tractor—Farm Type
Hydrohammer	Truck Crane Driver
Jack-Hydraulic—Power Driven	

GROUP III

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$3.85	.25	.20	.05	\$4.35
December 1, 1971	\$4.25	.25	.20	.05	\$4.75
June 1, 1972	\$4.55	.25	.30	.05	\$5.15
June 1, 1973	\$4.85	.30	.30	.05	\$5.50
The December 1, 1973	\$5.00	.30	.30	.05	\$5.65

GROUP IV (Minor Classifications)

Air Compressor (less than 210 cu. ft.)	Officer
Concrete Mixer (under 21 cu. ft.)	Power Broom
Conveyor	Pump
Generator	Welding Machine
Mechanical Heater	Helpers

GROUP IV

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$5.55	.25	.20	.05	\$6.05
December 1, 1971	\$5.95	.25	.20	.05	\$6.45
June 1, 1972	\$6.25	.25	.30	.05	\$6.85
June 1, 1973	\$6.55	.30	.30	.05	\$7.20
The December 1, 1973	\$6.80	.30	.30	.05	\$7.45

The rates of pay for Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	85%
Second Period	90%
Third Period	95%
Fourth Period	85%
Fifth Period	90%
Sixth Period	95%

The pay rates of the Apprentices shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentices Agreement. At no time will the Apprentices rate be less than the pay in Group IV.

CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (two or one over 200 cu. ft.)	\$6.32	.30	.30	.05	\$6.97
Angle Dozer - Bull Dozer - Push Dozer . .	\$7.20	.30	.30	.05	\$7.85
Auto Patrol	\$7.20	.30	.30	.05	\$7.85
Back Filler	\$7.20	.30	.30	.05	\$7.85
Backhoe	\$7.40	.30	.30	.05	\$8.05
Boom Cat	\$7.20	.30	.30	.05	\$7.85
Caisson Drilling Machine	\$7.40	.30	.30	.05	\$8.05
Clamshell	\$7.40	.30	.30	.05	\$8.05
Concrete Mixer (Dual Drum)	\$7.45	.30	.30	.05	\$8.10
Concrete Mixer (21 cu. ft. or over)	\$7.15	.30	.30	.05	\$7.80
Concrete Pump	\$7.20	.30	.30	.05	\$7.85
Crane	\$7.40	.30	.30	.05	\$8.05
Crane - Electric Overhead	\$7.25	.30	.30	.05	\$7.90
Derrick	\$7.40	.30	.30	.05	\$8.05
Diskey Engine in Tunnel	\$7.25	.30	.30	.05	\$7.90
Ditching and Trenching Machine	\$7.20	.30	.30	.05	\$7.85
Ditching and Trenching Machine (over 24")	\$7.30	.30	.30	.05	\$7.95
Dragline	\$7.40	.30	.30	.05	\$8.05
Dredge	\$7.40	.30	.30	.05	\$8.05
Elevators (when used to hoist material) . .	\$7.20	.30	.30	.05	\$7.85
Fireman	\$6.42	.30	.30	.05	\$7.07
Fork Lift	\$7.25	.30	.30	.05	\$7.90
Helicopter	\$8.12	.30	.30	.05	\$8.77
Hoist	\$7.30	.30	.30	.05	\$7.95
Locomotive	\$7.25	.30	.30	.05	\$7.90
Mechanic on Job Site	\$7.20	.30	.30	.05	\$7.85
Pile Driver	\$7.40	.30	.30	.05	\$8.05
Power Blade	\$6.85	.30	.30	.05	\$7.50
Pumps (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Rollers on Earth	\$6.37	.30	.30	.05	\$7.02
Rollers on Stone, Blacktop or Brick	\$7.10	.30	.30	.05	\$7.75
Ross Carrier	\$6.90	.30	.30	.05	\$7.55
Scoop	\$7.20	.30	.30	.05	\$7.85
Shovel	\$7.40	.30	.30	.05	\$8.05
Throttle Valve	\$6.70	.30	.30	.05	\$7.35
* Tournapull (or similar)	\$7.30	.30	.30	.05	\$7.95
Track Jack	\$6.22	.30	.30	.05	\$6.87
Tower Crane	\$7.40	.30	.30	.05	\$8.05
Tractor	\$6.32	.30	.30	.05	\$6.97
Tractor - Farm with attachments (Fordson or comparable size)	\$6.90	.30	.30	.05	\$7.55
Tractor - Farm type-Backhoe over 3/8 yd.	\$7.20	.30	.30	.05	\$7.85
Tractor with Winch	\$7.25	.30	.30	.05	\$7.90
Tractor Shovel	\$7.30	.30	.30	.05	\$7.95
Welding Machines (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Well Point System	\$6.70	.30	.30	.05	\$7.35
Boatman	\$6.90	.30	.30	.05	\$7.55

NOTE: 25¢ per hour shall be paid for each additional machine covered by an employee

* Tournapull or similar type equipment with multiple units shall be paid 25¢ per hour extra for each additional unit.

All employees working in enclosed underground (caverns) work shall be paid 50¢ per hour over and above the regular wage rate for all classifications and this shall become the base rate for all such work for full shift. All shifts shall start and end above ground.

MINOR CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (less than 200 cu. ft.) . .	\$5.92	.30	.30	.05	\$6.57
Concrete Mixer (under 21 cu. ft.)	\$6.07	.30	.30	.05	\$6.72
Conveyor	\$6.07	.30	.30	.05	\$6.72
Pump (over 2")	\$5.92	.30	.30	.05	\$6.57
Welding Machine	\$5.92	.30	.30	.05	\$6.57
Oilers and Greasers	\$5.92	.30	.30	.05	\$6.57
Truck Crane Driver	\$6.17	.30	.30	.05	\$6.82

The rates of pay for Apprentices are based on a percentage of the Crane Operators wage rate as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period 70%	Fourth Period 85%
Second Period 75%	Fifth Period 90%
Third Period 80%	Sixth Period 95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay of an Oiler.

Listed below is the Construction Industry Stabilization Committee approved rates for 1974 payable retroactive to January 1, 1974

1. **Introduction**

Air Compressors in Manifold with
throttle valve

Asphalt Plant Engineer

Auto Grader or similar type machine

Auto Rated Pump Type Tractor
over 45 H. P.

Ballast Regulator (R. R.)

Ballistics Mixer

Belted Mixer

Blimoniums Paver

Blimoniums Plant Engineer

Blimoniums Planer

Blower

Caisson Drilling Machine

Cherry Picker—15 ton or over

Climax Mixer

Concrete Mixer—21 cu. ft. or over

Cranes and Dredges with any attachment

Cranes or Dredges with crane, shovel,
and clamshell, dragline, shovel,
and engine

Dredge Engineer

Dredges

Drilling Machine on which the drill
is an integral part tied (paddle
wheel, 619, 631, TS-24 or
similar type)

Earth Mover, rubber tired—tandem
(600 per hr. additional for each
wheel)

Elevator Grader

Fork Lift (10 ton or over)

P.C.C. Formless Paver

Gravel

Gravel Processing Plant (portable)

Operator of Guard Rail Post or Driver
Highlift Spreader—1½ cu. yd. or over
(12 drums and over)

Helicopter—Crew

Hoist—Crew

Jackhammer (Slammer Scoop)

Leader-Self-Propelled (Self-
Chase)—Wheel

Locomotive Operator

Lucking Machine

Machinist

Machinist Plant
(central mix type)

Paver—Ischerington

Pile Driver—Sild or Crawler

Rock Paving Mixer

Rock Paving Plant (Portable)

Roller—Asphalt

Roller—Asphalt, Bituminous Macadam,
Macadam, Bituminous Macadam,
Brick Surface

Roller with Dozer Blade

Roller Rake, Tractor Mounted

Self-Propelled Tractor Mounted

Surface Planer and Planer

Tandem Piler Tractor (500 per
hr. additional)

Tractor—Boom, Winch or Hoe Head

Tractor with Scoop

Tractor Mounted Spreader

Tree Mover

Trench Machine (over 24")

Vibrating Grader

Vibrating Machine

Winch Truck with A Frame

GROUP II

[illegible]

GROUP IV

Assistant Plant Engineer	Basic Pay (clerical or similar type machinery)	Rate	HH & W	Pension	Traveling	Gross
Concrete Finishing Machine	Concrete Mixer—less than 21 cu. ft.	\$742	.30	.05		\$8.07
Core Machine	Core Machine—excluding form					
Drill	Drill—excluding form					
Excavator	Excavator with all attachments except backhoe and including lift and loaders of 1 cu. yd.					
Flapjack and less	Flapjack and less					
Hoist (on drum)	Hoist (on drum)					
Operator, 3 pieces of minor equipment	Operator, 3 pieces of minor equipment					
Paving Breaker	Paving Breaker					
Power Driven Self-repelled	Power Driven Self-repelled					
Roller (Arch and Sub-base material)	Roller (Arch and Sub-base material)					
Shrink Machine	Shrink Machine					
Spoke Machine (12 in.)	Spoke Machine (12 in.)					
Trencher	Trencher—excluding—Earth					
Tractor	Tractor—excluding material					
Throttle Valve	Throttle Valve					
Tire Valve and Compressor or	Tire Valve and Compressor or					
Gravel Hooks type combination	Gravel Hooks type combination					
Trolley Valve and Friction con-	Trolley Valve and Friction con-					
troller	troller					
Tractor on horizontal or upright	Tractor on horizontal or upright					
boiler	boiler					
Tractive with Drill	Tractive with Drill					
Trencher—40 H.P. or over	Trencher—40 H.P. or over					
Well Point System	Well Point System					
Welding (Arc or similar type)	Welding (Arc or similar type)					

GROUP IV (Minor Equipment)

Air Compressor
Assistant to Engineer—Oiler
Automatic Dry Batch Plant
Blumhouse Distributor
Blumhouse Palleting Tamber
Belt Spreader
Boom & Bolt Machine
Clart Cart (Self-propelled)
Coleman Type Screen
Conveyor (Portable)
Deck Hand
Digger Post Hole (power-driven)
Fork Lift—Under 10 ton
Form Grader
Form Tamber (motor driven)
Grass Grader
Grassier Helger
Hatchington Driver
Hatchington Helper
Hydra Seeder

The rates of pay for Local 103 Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures bases on six (6) month periods are as follows:

First Period	70%	Fourth Period	85%
Second Period	75%	Fifth Period	90%
Third Period	80%	Sixth Period	95%

The pay rate of the Apprentices shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprenticeship

DIGEST SHEETS-74-05-33TITLE OF ORDINANCE: Contract with Hipskind for Lincoln Life ProjectDEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract to Hipskind in amount of \$103,992.70 provides
for improvement to curbs, sidewalks, streets, lighting, alleys and drainage in
Lincoln Life Project area.

EFFECT OF PASSAGE: Completion of commitment made in redevelopment area.

EFFECT OF NON-PASSAGE: Failure to provide improvements approved for Revenue
Sharing Monies.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

\$103,992.70 from Redevelopment Revenue Sharing.ASSIGNED TO COMMITTEE (J.N.): Finance